

REMARKS

Claims 1-33 were examined in the most recent Office Action, dated February 23, 2006. All claims stand rejected as obvious over various combinations of Yates, U.S. Patent No. 2,283,026; Cantrell, U.S. Patent No. 4,761,903; Nelson, U.S. Patent No. 6,139,210; Rappaport, U.S. Patent Application No. 2002/0116854; Platt, U.S. Patent No. 3,279,311; and/or Holcomb, U.S. Patent No. 4,838,708. As the claims have been amended, applicant respectfully requests withdrawal of the rejections for the reasons outlined herein.

The Claims are Non-Obvious.

As claim 1 stands amended, applicant respectfully requests withdrawal of the rejection to claim 1 as obvious over Yates in view of Cantrell and as obvious over Nelson in view of Cantrell. Claim 1 now recites, in part, that the first sheet is attached to the second sheet along a permanent seal, the permanent seal defining a pocket having an open end. Claim 1 further recites an adherent disposed across the open end. The specification describes several non-limiting examples of permanent seams 23 that form a seal 40 defining a pocket 38. For example, pages 7 and 8 describe the pages heat bonded along the seams, a permanent adhesive forming the seams, and sonic welding forming the seams.

Yates, the first primary reference, specifically teaches away from a permanent seal forming a pocket. Yates discloses a transparent sheet 58 with an adhesive coating 61 attached thereto. The transparent sheet 58 is adhereable to a backing sheet 63, and a photo may be placed in between the sheets. However, Yates discloses that the adhesive is the only structure attaching the two sheets, and further discloses that the adhesive must promote ready separation of the two sheets. "This coating 61 is overlaid by the lightly adherent interleaving sheet 63, which is substantially opaque, but which may be of "glassine" paper, which is

readily separable from the adhesive coating 61..." Yates, page 2, col. 1, lines 25-30.

Accordingly, not only does Yates not disclose a permanent seal forming a pocket between the two sheets, Yates teaches that the two sheets should be readily separable. Accordingly, no rejection even based in part on Yates may be employed.

Nelson, the secondary reference, also fails to disclose a permanent seal forming an open ended pocket, wherein an adherent is disclosed across the open end of the pocket. The office action relies on Figure 5 of Nelson to depict the pocket with an adhesive. However, Fig. 5 of Nelson fails for the same reasons that Yates fails. Fig. 5 simply discloses a releasable adherent 32 extending around the periphery of two sheets 19, 34 to form pocket 16. In describing Fig. 5, Nelson states, "The wall 19 is reversibly removable from the backing 34 for placement and removal of printed sheets 18 from the space 30". Nelson, column 5, lines 61-63 (emphasis added). Nelson fails to disclose a permanent seam forming a pocket, with an adherent disposed across the open end of the pocket.

While Nelson also discloses other, completely distinct embodiments in Figs. 2-4 that depict an open-ended pocket with no adhesive, Nelson fails to suggest adding an adherent across the open end of the pockets of these embodiments. Nelson states, "In FIGS. 1-4, the album pages 10 are flexible and each pocket has an opening 23 on one side." Nelson, column 5, lines 58-59. These embodiments are simply like all prior art that discloses an open-ended pockets, and is what the claimed invention improves upon. Thus, Nelson's reference to walls being permanently attached (cited in the office action) does not refer to the embodiment of Fig. 5, only to the embodiments of Figs. 1-4, and is therefore not relevant to the analysis of whether claim 1 is obvious over the embodiment of Fig. 5.

Cantrell likewise fails to disclose a permanent seal forming a pocket. Cantrell was only cited for its teaching of a waterproof storage apparatus. Cantrell discloses a plate 10 with

a backing sheet 30. The backing sheet 30 includes an adhesive 34 extending about its entire periphery. Cantrell completely fails to disclose a permanent seal between two sheets forming an open-ended pocket as claimed. Accordingly, the rejections to claim 1 over Yates in view of Cantrell and Nelson in view of Cantrell must be withdrawn.

The systems of Yates and Nelson where the sheets are only attached by the adhesive forming the pocket also have a distinct disadvantage relative to the claimed system. The sheets of the prior art systems can be completely pulled apart from each other. The only thing holding the sheets together is the adhesive forming the pocket. Thus, when the first sheet is reapplied to the second sheet to form the pocket, great care must be taken to ensure that the first sheet aligns with the second sheet. In contrast, the claimed system includes a permanent seal between the two sheets, such that the two sheets cannot be pulled apart from one another. Accordingly, the user is never required to align the two sheets together prior to inserting a document into the pocket.

Additionally, none of the secondary references, Rappaport, Holcombe, or Platte, suggests combining their features with either Yates or Nelson to form the recited document storage apparatus with a liquid tight pocket. Rappaport discloses a pocket that is not liquid tight. First, Rappaport discloses a series of perforations 28 that extend along the edge of the postcard holder 8. Further, Rappaport discloses a gap devoid of adhesive between the adhesive strip 24 and the walls of the pocket 18, 20 and a line of perforations. The gap and perforations destroy the liquid-tight integrity of the pocket, and further, the adhesive strip 24 is not abutting the endpoints of the pocket walls 18, 20, as claimed in claim 30 (see below). Accordingly, Rappaport expressly teaches away from a liquid tight pocket.

Holcombe and Platte disclose plastic bags and were simply cited to show that certain adhesives are known to adhere to plastic. Holcombe and Platte fail to suggest combining the structure of the plastic bags with the photo sheet of either Yates or Nelson.

The remaining independent claims all recite a similar limitation of a permanent seal forming a pocket. All claims 1-31, 33, and 34 are allowable for at least these reasons.

Further, the applicant requests withdrawal of the rejection to claim 30 as obvious over the art discussed above in further combination with Rappaport. Independent claim 30 recites specific structural claim limitations neither disclosed nor suggested by the cited references. Claim 30 recites, in part, a pocket formed by a liquid-tight seal including a vertical seam and two horizontal seams, the horizontal seams having endpoints opposite the vertical seam. Claim 30 further recites an adhesive disposed on one of the sheets across the open end of the pocket and abutting the endpoints of the horizontal seam. As outlined above, none of the cited references disclose or suggest an **adhesive disposed abutting endpoints of a permanently-formed pocket** to create a liquid tight pocket.

The Office relies on Rappaport for the disclosure of a releasable tape in rejecting claim 30. However, as has been pointed out in previous responses, Rappaport fails to disclose that the adhesive and releasable tape should abut endpoints of the pocket. In fact, Rappaport teaches away from this claimed subject matter because Rappaport expressly teaches that the adhesive and tape should be spaced from the pocket, thereby forming a gap between the adhesive and the pocket. This destroys any waterproof integrity. Because Rappaport expressly teaches away from forming a waterproof pocket, the office cannot rely on Rappaport in fashioning an obviousness rejection.

CONCLUSION

It is submitted that the claims as now appearing in this application are in form for allowance. If a telephone conference would expedite prosecution of the subject application, the Examiner is invited to call the undersigned attorney.

A Petition for a Two Month Extension of Time is included herewith. No other fee is believed due with this response. However, the Commissioner is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 13-2855, under Order No. 30565/38931/US.

Respectfully submitted,

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